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COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

July 1, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

HEALTHY COMMUNITIES ACCESS PROGRAM
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee, to sign a subcontract, substantially similar to Exhibit I, with Public Health Foundation Enterprises, Inc., fiscal intermediary for the Notice of Grant Award No. 1-G92-OA-02206-01-00 from the Department of Health and Human Services, Health Resources and Services Administration, in the amount of \$220,000 for Healthy Communities Access Program WebReferral project, for the period of September 1, 2003 through August 31, 2004, at no net County cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In 2000, the Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA) established the Community Access Program (CAP). The program's purpose was to assist communities and consortia of health care providers to develop the infrastructure necessary to fully develop or strengthen integrated health systems of care that coordinate health services for the uninsured in the following categories: 1) health care transportation; 2) ophthalmology telemedicine; 3) optical dispensing; 4) emergency room utilization management; and 5) juvenile asthma disease management. At the sunset of this grant, HRSA announced a new funding opportunity, entitled Healthy Communities Access Program (HCAP) to expand the work accomplished under the CAP grant.

In October 2003, HRSA awarded the HCAP grant to the "consortium", the Department and its community partners, along with the Public Health Foundation Enterprises, Inc., who is the fiscal intermediary of grant funds. The Department's WebReferral activity is one of the projects receiving funding via this new grant. The HCAP funding will be used to contract with Oracle for an engineer that will provide upgrade and implementation planning, service request review and analysis, database and system administration assistance, and conduct analysis of database performance.

The HCAP grant expires on August 31, 2004, however, the community partner consortium intends to request a one year no-cost extension.

The County has guidelines for the timely submission of contracts for Board approval. However, DHS was unable to submit the recommended subcontract prior to its effective date, because of delays in receiving the Notice of Grant Award and completing negotiation of the subcontract agreement.

FISCAL IMPACT/FINANCING:

The subcontract with the PHFE, fiscal intermediary of the Notice of Grant Award No. 1-G92-OA-02206-01-00 from the DHHS, HRSA, will provide funding in the amount of \$220,000, for the period of September 1, 2003 through August 31, 2004, at no net County cost.

The funding will be included in the Supplemental Budget Resolution for Fiscal Year 2004-05.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

From September 2000 through August 2003, the Department and its community partners, along with the PHFE, received the HRSA CAP grant award. The Office of Ambulatory Care facilitated the WebReferral activity and functioned as the coordinator and fiscal pass-through of the remaining project activities to its community coalition partners.

The WebReferral project is a referral processing system (RPS) designed to promote Countywide web linkages between referring County and contracted community providers (Public-Private Partnership Program contract clinics) and the Department's Referral Centers. Successful implementation of the RPS will result in: 1) patients being moved more expeditiously into specialty care appointments because of decreased processing time; 2) a decrease in referrals that are mistakenly denied because of insufficient or incorrect information given by the provider; 3) a reduction in broken appointments through improved communication; 4) improved follow-up through ready access by providers to specialist consultation notes; and 5) providers having real-time status of pending appointments.

The subcontract may be terminated by either party upon 30 days written notice to the other party, or if HRSA terminates in whole or relevant part, or if County violates or breaches the subcontract.

The recommended subcontract will not impact the Department System Redesign.

The Honorable Board of Supervisors
July 1, 2004
Page 3

Attachment A provides additional information.

Attachment B is the Grant Management Statement which the Board instructed all County departments to include in all Board letters for grant awards exceeding \$100,000.

Exhibit I has been approved as to use and form by County Counsel.

CONTRACT PROCESS:

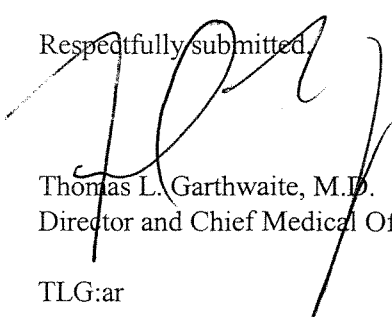
Since the County is a recipient of grant funds, advertisement on the Los Angeles County Online Web Site as a contracting opportunity is not appropriate.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Board's approval of the subcontract will enable the Department to implement the WebReferral project, which will improve patient access to appropriate specialty care services from County and private primary care facilities.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:ar

Attachments (4)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLCD3476.LVB
06/18/04

SUMMARY OF SUBCONTRACT

1. TYPE OF SERVICE:

The Healthy Communities Access Program will enable the Department of Health Services to implement the WebReferral project, which will improve patient access to appropriate specialty care services from County and private primary care facilities.

2. AGENCY ADDRESS AND CONTACT PERSON:

Public Health Foundation Enterprises, Inc. (PHFE)
13200 Crossroads Parkway North, Suite 135
City of Industry, California 91746-3423
Contact Person: Johnnie Johnson, Contract Manager
Telephone: (562) 699-7320 extension 256
Facsimile (FAX): (562) 692-6950

3. TERM OF SUBCONTRACT:

The term of the subcontract agreement is September 1, 2003 through August 31, 2004.

4. FINANCIAL INFORMATION:

The subcontract with the PHFE, fiscal intermediary of the Notice of Grant Award No. 1-G92-OA-02206-01-00 from the Department of Health and Human Services, Health Resources and Services Administration, will provide funding in the amount of \$220,000, for the period of September 1, 2003 through August 31, 2004, at no net County cost.

The funding will be included in the Supplemental Budget Resolution for Fiscal Year 2004-05.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

John Wallace, Director of Policy and Planning

7. APPROVALS:

Policy and Planning: John Wallace, Director

Contract Administration: Irene E. Riley, Director

County Counsel (as to form): Sharon A. Reichman, Principal Deputy County Counsel

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Health Services

Grant Project Title and Description

Healthy Communities Access Program: WebReferral. Funding will support the development of WebReferral, a referral processing system (RPS) designed to promote Countywide web linkages between referring County and contracted community providers and the Department's Referral Centers. PHFE is fiscal intermediary for the grant.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
PHFE/HRSA	HRSA NGA 1-G920A02206-01-00	N/A

Total Amount of Grant Funding: \$220,000	County Match Requirements	\$0
Grant Period:	Begin Date: 9/1/03	End Date: 8/31/04
Number of Personnel Hired Under this Grant: 0	Full Time 0	Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes _____ No _____
 N/A

Will all personnel hired for this program be placed on temporary ("N") items? N/A Yes _____ No _____

Is the County obligated to continue this program after the grant expires Yes _____ No X

If the County is not obligated to continue this program after the grant expires, the Department will: N/A

a). Absorb the program cost without reducing other services Yes _____ No _____

b). Identify other revenue sources Yes _____ No _____

(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes _____ No _____

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above None.

Department Head Signature _____

Date _____

**SUBCONTRACT AGREEMENT BETWEEN
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.
also known as PHFE MANAGEMENT SOLUTIONS
AND
COUNTY OF LOS ANGELES**

This Subcontract Agreement is made and entered into on the subscribed date by PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., also known as PHFE Management Solutions, hereinafter referred to as "PHFE" with its principal office located at 13200 Crossroads Parkway North, Suite 135, City of Industry, CA 91746, Phone (562) 699-7320, FAX (562) 692-6950, and COUNTY OF LOS ANGELES (County) with its principal office located at Office of Ambulatory Care, 313 North Figueroa Street, Room 904, Los Angeles, CA 90012, Phone, (213) 240-8120, FAX (213) 202-5989, hereinafter be referred to as "County".

1. RECITALS

This subcontract is made with reference to the following facts:
PHFE is the prime recipient of Grant Number 1-G92OA02206-01-00 from Health Resources and Services Administration (HRSA) entitled "Healthy Communities Access Program" (HCAP). PHFE requires the assistance of subcontractor County to complete the project. A true and correct copy of Grant Number 1-G92OA02206-01-00 is attached hereto as Exhibit C and incorporated herein by this reference.

2. TERM OF SUBCONTRACT

This subcontract shall begin September 1, 2003 and end August 31, 2004.

3. COMPLIANCE – TERMS AND CONDITIONS

County is responsible for contracted services as they pertain to the requirements outlined under original granting agency in accordance with Grant Number 1-G92OA02206-01-00. County agrees to comply with all relevant state and federal statutes and regulations if any, in performing its obligations under this subcontract. County shall incorporate all terms and conditions of this subcontract in all lower tier subcontracts (if applicable).

4. SCOPE OF SERVICES

County shall use its best efforts to provide the services set forth in **Exhibit A (Scope of Work)**, a copy of which is attached and made a part hereof by reference. County shall perform its duties and obligations under this subcontract as an independent contractor and for no purpose shall any of its officers, directors, members, employees, subcontractors or agents be considered an employee or joint venture of PHFE.

County's employees shall have access to e-mail for PHFE/HCAP updates and or contract requirements.

5. PAYMENT FOR SERVICES

- A. The maximum amount payable shall not exceed **\$ 220,000**. PHFE shall reimburse County not more frequently than monthly, in arrears, upon submission of an approved invoice for allowable costs incurred in accordance **with Exhibit B: (Project Budget: LACDHS-HCAP PHFE Number 0477.001.902)**, a copy of which is attached and made a part hereof by reference.

- B. Allowability of costs, costs incurred must be within the original contract performance period or covered by pre-contract cost provisions.
- C. County Fiscal Year: Invoices shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.
- D. Designated Billing Office Name and Address Where Invoices Sent

PHFE HCAP
486 Wapello Street
Altadena, CA 91001
Contact Name: Deborah Silver

6. BILLING OF COSTS:

- A. Project invoices will be on actual cost reimbursement basis, with no accruals, or costs incurred during the contract period and claimed after the contract period has expired. The amount and month(s) in which such costs were incurred shall be cited. Expenses incurred after contract term date, are unallowable. County shall submit its final invoice no later than **60** days after the date of expiration of the term or termination of this subcontract.

7. INVOICING PROCESS

- A. Invoices shall be submitted not more frequently than monthly, in arrears, upon submission of an invoice approved by PHFE. **No invoices will be paid until subcontract has been fully executed.**

8. INVOICE SUBMISSION REQUIREMENTS:

All Invoices shall include the following information (as applicable):

- A. Documentation: Invoices shall be submitted in a format acceptable to PHFE with supporting documentation which shall be either detailed General Ledger showing where booked expenses are allocated, or copies of expense receipts.
- B. Time period covered: Invoices shall include the billing period, the current period expenditures, the cumulative expenditures to date, and the remaining balance due for each line item in Exhibit B (Project Budget). **The final invoice is due no later than October 31, 2004. Should County submit the final invoice after that date, payment will not be made.**
- C. Total Estimated Cost of Subcontract - Insert the total estimated cost of the subcontract, exclusive of fixed-fee. For incrementally funded subcontracts, enter the amount currently obligated and available for payment.
- D. Direct Labor: -- Include salaries and wages paid for direct performance of the contract.
- E. Premium Pay: -- List remuneration in excess of the basic hourly rate.
- F. Fringe Benefits: -- List any fringe benefits applicable to direct labor and billed as a direct cost paid for direct performance of the contract. Fringe benefits included in

indirect costs should not be identified.

- G. Materials and Supplies: -- Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
- H. Consultant Fee: -- List fees paid to consultants on your invoice identifying consultant by name or category as set forth in the SOW or in the Chart Of Accounts.
- I. Original signature: of authorized representative.

9. BUDGET MODIFICATION

The parties may modify the Project Budget (Exhibit B) only with the prior written approval of PHFE but no such modification shall increase the maximum amount payable.

County may submit budget modification requests for the first eight months of the contract year. Requests will be considered based on whether the request is appropriate and relevant to the overall scope of work for the contract.

10. INCORPORATION BY REFERENCE

The terms and conditions of the grant program legislation and regulations under which the prime grant award was made, the prime grant Notice of Grant Award (NGA) including all its special terms and conditions, 45 CFR Part 74, and the Public Health Service Grants Policy Statement are made a part hereof by reference. A copy of the NGA is attached.

11. TERMINATION

This subcontract may be terminated as follows: (i) either party may terminate this agreement upon 30 days written notice to the other party, (ii) PHFE may terminate, effective on the date that the County receives written notice, if the prime terminates in whole or relevant part, or if the County breaches this subcontract. PHFE shall allow full credit of the County for any reasonable non-cancelable obligations properly incurred by the County prior to termination. On the effective date of termination, work shall stop and the County shall cancel as many outstanding obligations as possible and not incur any more obligations.

12. HIPAA COMPLIANCE

The purpose of this provision is to ensure compliance with HIPAA, where applicable and to set forth the duties and responsibilities of the various parties. The parties hereby agree that the terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information, 45 Code of Federal Regulations (CFR), Parts 160 and 164, otherwise known as the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist now or be hereafter amended.

It is understood by both parties that County is or may be considered a Covered Entity, as defined by HIPAA, and is or may be responsible for complying with said regulations for purposes of safeguarding any Protected Health Information (PHI) generated by County for its own purposes. County acknowledges that PHFE as the sponsoring or

fiscal agent does not have the responsibility for such compliance and that such responsibility rests solely with the County. County warrants that it is and will remain in full compliance with all HIPAA regulations, where applicable.

It is understood by both parties that the Privacy Rule does not pre-empt any State and/or Federal laws, rules or regulations that impose more stringent requirements with respect to confidentiality of client information.

County agrees to indemnify, defend, and hold PHFE/Indemnitee free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that PHFE/Indemnitee may incur as a result of a breach by County of any representation or agreement contained in this Agreement for failure to comply with HIPAA, or as a result of County's negligent acts or omissions committed by County during the performance of any duties under this Agreement.

County shall maintain a minimum of \$1,000,000 of insurance to cover any negligent acts or omissions for failure to comply HIPAA and that PHFE shall be named as an additional insured under such policy. At its sole option, County may self-insure to satisfy this requirement.

13. RECORD RETENTION AND ACCESS TO RECORDS

County shall grant PHFE, the U.S. Comptroller General and their authorized representatives upon demand access to any books, documents, papers and records pertinent to this subcontract for audit, examination, excerpt and transcription. The County shall retain all such records for three years after final payment is made under the contract and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

All subcontractors are required to have a current Quality Improvement Plan. County shall provide (if not submitted previously) the agency Quality Improvement Plan to PHFE's corporate office no later than thirty days after this subcontract is executed.

14. EQUAL EMPLOYMENT OPPORTUNITY

County shall, unless exempt, comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemental in Dept. of Labor regulations (41 CFR Part 60). County shall not discriminate against any employee or applicant for employment because of race, color, religions, sex, or national origin and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

15. CERTIFICATION REGARDING DEBARMENT, ETC.

Unless it is exempt from doing so, County shall comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, and Ineligibility. Voluntary Exclusion-Lower Tier Covered Transactions, and County certifies by signing this subcontract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

16. COPYRIGHT AND RIGHTS IN DATA.

County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this subcontract. PHFE shall have a royalty-free, nonexclusive, nontransferable and irrevocable right to reproduce, publish, and otherwise use such work, whether or not copyrighted, for Federal purposes and to authorize others to do so.

17. PUBLICATIONS

County shall place an acknowledgment of federal government support on any publication written or published with funds from this subcontract and, if feasible, on any publication reporting the results of or describing activities under this subcontract. In addition, County shall include a disclaimer, as appropriate, as follows: "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of PHFE".

18. PERFORMANCE REPORTING

County shall complete Six Month Monitoring Report submitted to the HRSA Data Management System as required by PHFE. County shall also complete a final technical performance report when required by HRSA. The final report shall be due 30 days after expiration or termination of the subcontract or upon such date specified by HRSA; annual reports and quarterly reports shall be due 60 and 30 days respectively after the reporting period. Performance reports shall include a comparison of actual accomplishments with goals and objectives established for the period, findings of the principal investigator, or both. Where possible, quantitative output data should be related to cost data for computation of unit costs. Performance reports shall also include other pertinent information, including, when appropriate, the reasons why established goals were not met and an analysis of it. County shall immediately notify PHFE of developments that have a significant impact on subcontract performance and of problems, delays, or adverse conditions that materially impair its ability to meet subcontract objectives, including providing a statement of the action taken or contemplated and any assistance needed to resolve the situation.

19. PRINCIPAL INVESTIGATOR/PROJECT COORDINATOR

David Palumb, Phone (213) 240-8120, shall be the staff person designated as the Principle Investigator (PI) or Project Coordinator and shall be responsible for the performance of the (technical or programmatic) aspects of the subcontract Scope of Work. County shall notify PHFE in advance of any change to the PI or Project Coordinator assigned. The Los Angeles County Board of Supervisors is authorized to sign legal contracts. County's Director shall be responsible for the overall direction of the project including review and approval of County's performance of the Scope of Work.

20. PROTECTION OF HUMAN SUBJECTS

County shall comply with the applicable terms and conditions of 45 CFR Part 46 "Protection of Human Subjects" and shall incorporate the requirements of this section in lower-tier subcontracts (if applicable) for research involving human subjects.

21. BUY AMERICAN

County should, whenever possible, purchase only American-made equipment and products under this subcontract.

22. INDEMNIFICATION

County shall defend, indemnify and hold PHFE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, or employees.

PHFE shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PHFE, its officers, agents, or employees.

23. INSURANCE

PHFE and County warrant that they each maintain a policy or program of insurance or self-insurance at minimum levels of \$1,000,000 per occurrence.

24. NOTICES

All notices and other communications required or permitted under this subcontract shall be in writing and deemed given when delivered personally or upon being sent by registered mail, postage prepaid and addressed to the following persons at the addresses first shown in this subcontract:

PHFE: Johnnie Johnson

County: David Palumb

25. WARRANTIES

County warrants that services will be performed in a good and workmanlike manner, in accordance with the attached scope of work (Exhibit A), and by personnel with the requisite skill, qualifications, and licenses.

26. ASSIGNMENT

This subcontract shall not be assignable by County without the prior written consent of PHFE. Any attempted assignment contrary hereto is voidable at the option of PHFE.

27. GOVERNING LAW

This subcontract is entered into in Los Angeles County, California and all terms herein shall be interpreted in accordance with the laws of the State of California.

28. SURVIVAL OF OBLIGATIONS

Expiration of the term or termination of this subcontract shall not affect any rights or obligations of the parties, which have accrued prior thereto.

29. SEVERABILITY

If any part, term, or provision of this subcontract shall be held void, illegal, unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

30. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the parties and supercedes any prior or contemporaneous understanding or agreement, oral or written, with respect to matters herein.

31. AMENDMENT

This subcontract shall not be modified, amended, or waived, whether in whole or in part, except by a subsequent writing signed by the authorized representatives of both parties.

32. CAPTIONS

The captions of this subcontract are for convenience and reference only and are not intended to affect the interpretations or construction of the subcontract.

FOR PHFE:

FOR COUNTY:

Signature

Signature

Gerald R Solomon, President/CEO

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer
County of Los Angeles Department of
Health Services

Date

Date

**Exhibit A: Scope of Work LAC-DHS-HCAP PHFE Number 0477.001.902
WEBREFERRAL (Los Angeles County Department of Health Services)**

Activity: Complete implementation of the countywide WebReferral project.			
Goal(s)	Objective(s)	Action Steps & Due Dates	Responsible Consortium Members
<ul style="list-style-type: none"> Improve patient access to appropriate specialty care services from County and private primary care physicians to five County acute care hospitals. 	<ol style="list-style-type: none"> Reduce by 50% referral processing time from 75 primary care providers to five County acute care hospitals. Notify 100% of referring providers of scheduled appointments within 5 days. Provide 100% of referring physicians with data on patient health status within 5 days of the patient's visit. 	<ol style="list-style-type: none"> Complete the preliminary testing of the Referral Processing System (RPS) application by October 31, 2003. Define and populate data tables by October 31, 2003. Develop network-wide training plan by September 30, 2003. Conduct two-hour train the trainer session with pilot sites by September 30, 2003. Test network connectivity and resolve issues by October 31, 2003. Install necessary Web Browser software on user workstations by October 31, 2003. Implement pilot at designated locations by October 31, 2003. Evaluate and make recommendations for system modifications as indicated in pilot by November 30, 2003. Conduct training for countywide implementation of the Phase 1 application by November 30, 2003. Begin use of the phase 1 system at all facilities in the pilot region (San Fernando Valley) by January 31, 2004. Start implementation in other Department of Health Services (DHS) regions by February 29, 2004. Develop a new application framework and rewrite the user interface components by May 31, 2004. This will assure that the RPS system will link to the DHS legacy system for demographic data, scheduling and document uploads. Conduct training for countywide application by May 31, 2004. Implement enhanced "user friendly" Web-based referral system at 75 public partners and DHS facilities by August 31, 2004. Provide technical support on an ongoing basis. 	Los Angeles County Department of Health Services
Long-term Measures of Success	Short-term Measures of Success	Immediate Measures of Success	
<ul style="list-style-type: none"> A capacity growth plan will be developed for the system on post Phase II production use. 	<ul style="list-style-type: none"> Communications between primary care and specialty providers will be improved. Continuity of care will be positively impacted. Follow up and case management will be facilitated by accessing specialist consultation notes on line. 	<ul style="list-style-type: none"> Processing time will be decreased through document management. Referral denials will be reduced by 25%. Broken appointments will be reduced by 20%. Reports on patient appointments status and number of referrals per specialty or per provider will provide data for planning, contract management, and provider education. 	

Los Angeles County Healthy Communities Access Program
Exhibit B: Budget PHFE Number 0477.001.902
Los Angeles County Department of Health Services

<u>WebReferral</u>	\$220,000
A. CONSULTANTS	
Consultant (Phase I Evaluator)	\$50,000
Consultant (Application framework/interface comps.)	150,000
Total Consultants	\$200,000
B. EQUIPMENT	
Computer Hardware (Servers)	\$20,000
Total Equipment	\$20,000

1. DATE ISSUED: (MM/DD/YYYY) 09/26/2003		2. PROGRAM CFDA: 93.252		DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  HRSA NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Section 340, as amended by the Health Care Safety Net Amendments of 2002, P.L. 107-251, Section 402																																							
3. SUPERCEDES AWARD NOTICE dated: <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>																																											
4. GRANT NUMBER: 1 G920A02206-01-00		5. FORMER GRANT NUMBER:																																									
6. PROJECT PERIOD: (MM/DD/YYYY) FROM: 09/01/2003 THROUGH: 08/31/2004																																											
7. BUDGET PERIOD: (MM/DD/YYYY) FROM: 09/01/2003 THROUGH: 08/31/2004																																											
8. TITLE OF PROJECT (OR PROGRAM): Community Access Program																																											
9. GRANTEE NAME AND ADDRESS: PUBLIC HEALTH FOUNDATION ENTERPRISES INC PO BOX 90786 CITY OF INDUSTRY, CA 91715-0786 UDS #				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Brian Nolan PUBLIC HEALTH FOUNDATION ENTERPRISES INC 1545 Wilshire Blvd STE 400 Los Angeles, CA 90017-4505																																							
11. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation <table style="width: 100%;"> <tr><td>a. Salaries and Wages:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>b. Fringe Benefits:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>c. Total Personnel Costs:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>d. Consultant Costs:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>e. Equipment:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>f. Supplies:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>g. Travel:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>h. Construction/Alteration and Renovation:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>i. Other:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>j. Consortium/Contractual Costs:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>k. Trainee Related Expenses:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>l. Trainee Stipends:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>m. Trainee Tuition and Fees:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>n. Trainee Travel:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS:</td><td style="text-align: right;">\$ 1,348,698.00</td></tr> <tr><td>p. INDIRECT COSTS: (Rate: % of S&W/TADC)</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET:</td><td style="text-align: right;">\$ 1,348,698.00</td></tr> <tr><td> i. Less Non-Federal Resources:</td><td style="text-align: right;">\$ 496,525.00</td></tr> <tr><td> ii. Federal Share:</td><td style="text-align: right;">\$ 852,173.00</td></tr> </table>				a. Salaries and Wages:	\$ 0.00	b. Fringe Benefits:	\$ 0.00	c. Total Personnel Costs:	\$ 0.00	d. Consultant Costs:	\$ 0.00	e. Equipment:	\$ 0.00	f. Supplies:	\$ 0.00	g. Travel:	\$ 0.00	h. Construction/Alteration and Renovation:	\$ 0.00	i. Other:	\$ 0.00	j. Consortium/Contractual Costs:	\$ 0.00	k. Trainee Related Expenses:	\$ 0.00	l. Trainee Stipends:	\$ 0.00	m. Trainee Tuition and Fees:	\$ 0.00	n. Trainee Travel:	\$ 0.00	o. TOTAL DIRECT COSTS:	\$ 1,348,698.00	p. INDIRECT COSTS: (Rate: % of S&W/TADC)	\$ 0.00	q. TOTAL APPROVED BUDGET:	\$ 1,348,698.00	i. Less Non-Federal Resources:	\$ 496,525.00	ii. Federal Share:	\$ 852,173.00	12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE a. Authorized Financial Assistance This Period \$ 852,173.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$ 0.00 ii. Offset \$ 0.00 c. Unawarded Balance of Current Year's Funds \$ 0.00 d. Less Cumulative Prior Award(s) This Budget Period \$ 0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 852,173.00	
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13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">YEAR</th> <th style="width: 50%;">TOTAL COSTS</th> </tr> <tr> <td colspan="2" style="text-align: center;">Not Applicable</td> </tr> </table>		YEAR	TOTAL COSTS	Not Applicable																																							
YEAR	TOTAL COSTS																																										
Not Applicable																																											
14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) a. Amount of Direct Assistance \$ 0.00 b. Less Unawarded Balance of Current Year's Funds \$ 0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$ 0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ 0.00																																											
15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Additional Cost B=Deduction C=Finance Non-Federal D=Cost Sharing or Matching E=Other Estimated Program Income: \$ 0.00 [A]																																											
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn on the grant.</small>																																											
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No) 4th Year CAP. Previously LA County Hlth Dept.																																											
Electronically signed by Elizabeth Rosenfeld, Grants Management Officer on: 09/26/2003																																											
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1952557083A1		19. FUTURE RECOMMENDED FUNDING: \$ 852,173.00																																							
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUBPROGRAM CODE																																						
03-3984114	93.252	G920A02206A0	\$ 852,173.00	\$ 0.00	N/A																																						

3M NO.

SPECIAL CONDITIONS:

1. By October 1, 2003, you must provide revised budget 424 Face Page and 424 A to reflect the amount of award.
2. By December 1, 2003, you must provide clarification of how the Telehealth component will be accomplished, including budgetary requirements.

Failure to comply with special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

SPECIAL REMARKS:

1. Your application for continued support of a HCAP project for a fourth and final year of support has been reviewed. The first step in that Objective Review Committee (ORC) review was a recommendation as to whether the application demonstrated extraordinary circumstances whose event(s) and impact, or impact alone, occurred during the budget period ending August 31, 2003, and adversely impacted the completion of goals and measurable objectives for that period. The second step was a recommendation as to whether the application for a new one-year project period was approvable. Based on a favorable recommendation by the ORC on both areas of consideration, the BPHC decision is to approve your FY 2003 application for a one-year project period ending August 31, 2004. In all cases where programmatic contact is requested, you should direct responses to the HCAP Project Officer.
 2. This NGA reflects acceptance of the budget breakdown by object class category as reflected on the Standard Form 424A submitted as part of the application.
 3. Whenever a significant change to the budget, project plan, or collaborating partners is proposed, the HRSA Division of Grants Management Operations must be notified. This procedure is covered in the Grants Policy Statement, Chapter 8, Post Award Administration.
 4. The HRSA will continue to take steps to assure that expenditures for Management Information Systems (MIS) are appropriate to achieve the objectives of the project, and reasonable in cost. For this reason, you are required to contact the Project Officer if your application includes an MIS component of \$50,000 or more. If necessary, arrangements will be made for an independent consultant to review the MIS proposal for appropriateness. Funds associated with the MIS proposal (if over \$50,000) should not be obligated without consultation with staff in the Health Care Systems Branch, DSCA, and written approval from your Project Officer.
- Each grantee is expected to report on progress two times each year via the Six Month Project Update. Reports should be submitted to the Project Officer by April 1, 2004, and October 1, 2004.
- At least two representatives from your organization will be required to attend one grantee meeting

NOTICE OF GRANT AWARD (Continuation Sheet)

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in the Washington, D.C. area. You will be notified of the date, time, and location of this meeting.

STANDARD REMARKS:

1. This award is based on an application submitted to, and as approved by, the HRSA on the above titled project and is subject to the terms and conditions incorporated either directly or by reference in the following: a) the grant program legislation cited above; b) the grant program regulation cited above; c) this award notice including terms and conditions, if any, attached to this notice; d) PHS Grants Policy Statement including addenda in effect as of the beginning budget period; e) 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment management system.
2. The HHS Appropriations Act requires that to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.
3. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
4. Requests that require prior approval from the awarding office (Chapter 8, Grants Policy Statement) must be submitted in writing to the Grants Management Officer. Only responses signed by the Grants Management Officer are to be considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the Bureau of Primary Health Care/Health Resources Services Administration.
5. Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is operated by the Division of Payment Management (DPM), Financial Management Services (FMS), Program Support Center (PSC), Assistant Secretary for Administration and Management (ASAM), HHS. Inquiries regarding payment should be directed to: Division of Payment Management, DPM/FMS/PSC/ASAM/HHS, P.O. Box 6021, Rockville, MD 20852, Telephone Number: 301-443-1660.
6. The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Inquiries regarding the Hotline should be directed to: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 300 Independence Ave., SW, Washington, DC 20201, E-Mail:

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HTips@os.dhhs.gov, 1-800-447-8477 (1-800-HHS-TIPS).

REPORTING REQUIREMENTS:

1. Financial Status Report SF-269/long form (attached) (<https://www.psc.gov/forms/sf>) is due within 90 days after expiration of the budget period. This report should NOT reflect cumulative reporting from budget period to budget period. It should be submitted directly to the Division of Grants Management Operations, 4350 East-West Highway, 11th Floor, Bethesda, MD 20814.
2. An A-133 audit reporting package including the compliance supplement, if applicable, as required by OMB Circular A-133, must be mailed to the following: Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132 and Division of Grants Management Operations, 4350 East-West Highway, 11th Floor, Bethesda, MD 20814.

The audits are due within 30 days of receipt from the auditor or within 9 months of the end of the fiscal year, whichever occurs first. Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1996 (P.L. 104-156).

Failure to comply with these reporting requirements may result in deferral or additional restrictions of future funding decisions.

CONTACTS:

For assistance on grants administration issues, please contact, Carol Odum, Grants Management Specialist, at (301) 594-4254, Fax (301) 594-4073, Internet: codum@hrsa.gov; or mailing address: Division of Grants Management Operations, 4350 East-West Highway, 11th Floor, Bethesda, MD 20814.

For assistance on programmatic issues, please contact, Sheri Downing-Futrell, Project Officer (301) 594-4468, FAX (301) 594-7833, Internet, sdowning-futrell@hrsa.gov; or mailing address: Bureau of Primary Health Care, Division of State and Community Assistance, Health Systems Branch, 4350 East-West Highway, 9th Floor, Bethesda, MD 20814.

Responses to reporting requirements, conditions, and requests for post award amendments must be mailed to the attention of the Division of Grants Management Operations contact indicated above. All correspondence should include the Federal grant number (item 4 on the award document) and program title (item 8 on the award document). Failure to follow this guidance will result in a delay in responding to your request.